

IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISRICT OF GEORGIA  
AUGUSTA DIVISION

FILED  
U.S. DISTRICT COURT  
AUGUST 10 2010

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PAUL ALLEN

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CASE NO: C V 1 1 0 1 0 5

CLERK   
SO. DIST. OF GA.

Plaintiff

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Vs.

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EVERHOME

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MORTGAGE COMPANY

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FKA

)

ALLIANCE

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MORTGAGE COMPANY

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Defendants

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COMPLAINT FOR DAMAGES

With SUPPLEMENTAL OF JURISDICTION

And Stay of all State court Claims &

Related State Court Claims Pursuant to 28 U.S.C.A. 1367

COMES NOW PAUL ALLEN (Plaintiff) as above stated with the following

Complaint for Damages EVERHOME MORTGAGE COMPANY & ALLIANCE

MORTGAGE COMPANY as (Defendants). The property address is 5897 Raven

Lane Lithonia, GA 30058. This Complaint for Damages is set forth on the

following grounds with;

BILL AT LAW: (COMPLAINT)  
Against Truth in lending Violations with  
Jury Trial Demanded Pursuant to FRCVP Rule 38(a)(b),  
Rule 39 and Rule 17(b) governing capacity

By Judicial Notice and all Oaths of Office

NOW COMES THE PLAINTIFF under grace whereby domiciled the complaint of the defendant and state the following being civilly dead and no longer infliction:

1. All defendants are entities, associations and or sub-corporations of the several unified under THE UNITED STATES, INC., and doing business in commerce within the state of TEXAS, which gives the court personal jurisdiction over the defendants and Parties.
2. The contract, i.e. promise to pay "promissory note" issued by the Plaintiff did accompany a deed of trust among the parties, which was duly executed with the corporate limits of State, which gives the court jurisdiction over the subject matter.
3. The Plaintiff herein complains that all Defendant holding the notes failed to disclose all. Namely the demand deposit made as a direct result of the Plaintiff execution of the wet ink.
4. It is well settled that there was at no time constitutional dollars issued in party with any of the transactions connected to the alleged loans.

5. Based upon information and belief, the Defendant altered the contract (note) voiding the enforcement of any remedy it may have had prior to such alteration whereby Plaintiff demands to inspect the original note as well as the check issue to the closing attorney.

#### **The First Cause of Action**

##### **(Unlawful Alteration of the Contract)**

6. Plaintiff incorporated paragraph 1 through 5 into this cause of action as if repeating it all over verbatim hereto by reference, believing Defendant had the direct duty to preserve the note in its original condition.
7. Defendant failed to issue (Loan) constitutional dollars in the transaction, issuing credit which was unconstitutional at best.
8. The Defendants failed to disclose a material fact concerning the demanded deposit of the note pledge which caused the Plaintiff to be the true lender in the transaction.

#### **Plain Statement of Facts**

9. The Defendants is believed to have used a common practice which was used by the Goldsmiths who keep the coins on deposit in their warehouse, thus creating money out of thin air against Article 1 Section 10 of the United States Constitution at large.

10. According, a uniform Standard was also set governing disclosure issues involving loan transaction. Federal Law required such promulgation to be enacted under Truth in Lending Laws. The Defendants failed to such information under disclosure and is secret continues to collect on contract which must be altered from its original condition.

11. Moreover, Defendants have received credits without disclosure and notice from the note, from note and Defendants refuse to share those credits with plaintiff under any circumstance whatsoever.

#### Relief Sought

12. Plaintiff seek remedy as a right and a matter of law in equity, to compel the original documentation be brought before the court as evidence of the holder-in-due-course of the security instrument needed to have proper standing before the court.

13. Plaintiff seek redress against that which has been charged interest upon the money/ credit issued by the plaintiff without understanding it was the

Plaintiff own credit; through the wet ink that funded the allege loan the color of banking.

INASMUCH AS, Plaintiff believes if said note (contract) has been altered without full disclosure, the contract (note) is not longer enforceable under the deed of trust when truth in lender laws applies here

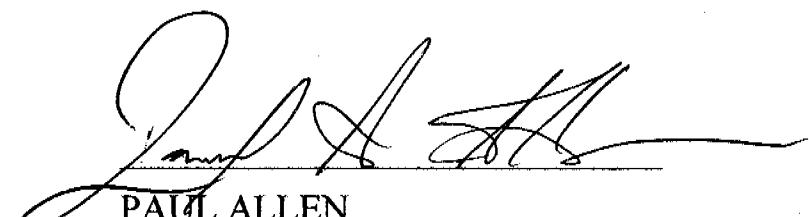
WHEREFORE the Plaintiff Demands the following relief

1. This honorable court cancel the Original Mortgage
2. This court award damages to the plaintiff in the amount of \$500,000.00
3. Grant all relief this Court deems just and proper.

#### **VERIFICATION**

#### **(Affidavit)**

The undersigned Affiant PAUL ALLEN by appellation does here with swear, declare and affirm that the Affiant executes this Affidavit with sincere intent and competently states the matters set forth. I the undersigned being under oath and declare under penalty of perjury, that I do not have an Attorney at law to represent me in this case. Also that the contents are true, correct and not misleading to the best of **his** knowledge.



PAUL ALLEN  
Plaintiff      5897 Powers Lane  
Pro se      Lithonia, GA 30058  
                    678-698-5357